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IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

UNITED STATES OF AMERICA, )

Plaintiff, )

v. )

STEVEN COHEN, LAWRENCE A. COHEN, )  
CHICAGO INTERNATIONAL CHICAGO, INC., )  
and CHICAGO INTERNATIONAL EXPORTING, )

Defendants. )

No. 94 C 6801

96 C 7801

97 C 8947

97 C 8948

Judge Bucklo

CLERK

MOTION TO LODGE CONSENT DECREE

The United States of America, by Patrick J. Fitzgerald, United States Attorney for the Northern District of Illinois, seeks to lodge with the court a consent decree<sup>1</sup> which, if entered by the court, would fully resolve all of the United States' pending civil claims against defendants Steven Cohen, Lawrence A. Cohen, Chicago International Chicago, Inc., and Chicago International Exporting in the captioned cases. The consent decree has been signed by representatives of the United States and the above-referenced defendants. In accordance with Department of Justice policy, and Paragraph 24 of the consent decree, the approval of the United States remains subject to public notice and comment, as described below.

This consent decree has been lodged so that the United States Department of Justice may present the decrees to the public for comment, by publication of a "Notice of Lodging" in the Federal

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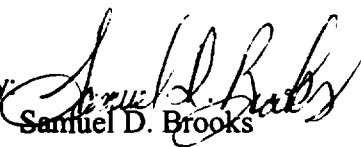
<sup>1</sup> A Copy of the fully executed original consent decree has been provided with this motion. The undersigned Assistant United States Attorney will retain the original consent decree until the public comment period has expired and will then provide the original decree to the court at the time entry of the decree is sought.

Register. The public comment period will run for thirty days after the initial publication of the Notice.

Accordingly, the consent decree should not be entered at this time. After notification of the public through the Federal Register and review of any public comment which may be received, the United States will advise the court of the substance of the comments and, if appropriate, ask the court to enter the original consent decree.

Respectfully submitted,

PATRICK J. FITZGERALD  
United States Attorney

By:   
Samuel D. Brooks  
Assistant United States Attorney  
219 South Dearborn Street  
Chicago, Illinois 60604  
(312) 353-5342

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No. 94 C 6801
	)	96 C 7801
STEVEN COHEN, LAWRENCE A. COHEN,	)	97 C 8947
CHICAGO INTERNATIONAL CHICAGO, INC.,	)	97 C 8948
and CHICAGO INTERNATIONAL EXPORTING,	)	
	)	Judge Bucklo
Defendants.	)	

**CONSENT DECREE**

**I. BACKGROUND**

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed four complaints against the captioned defendants as follows:

- (1) In 94 C 6801 the United States brought suit under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601 et seq. for injunctive relief and civil penalties against defendants Steven Cohen, Lawrence Cohen, Chicago International Chicago, Inc. ("CIC"), and Chicago International Exporting ("CIE") for their failure to comply with EPA's request for access so that EPA could conduct an authorized response action under CERCLA at the Standard Scrap Site ("Site") (a/k/a "Standard Scrap Metal/Chicago International Exporting site") located at or about 4004-4020 South Wentworth/ 4000-4020 South Wells, Chicago, Cook County, Illinois;

- (2) In 96 C 7801 the United States brought suit pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607, against defendants CIC, CIE, Steven Cohen and Lawrence Cohen, seeking reimbursement of response costs incurred and to be incurred for response actions taken at or in connection with the release or threatened release of hazardous substances at the Site;
- (3) In 97 C 8947 the United States brought suit pursuant to Section 113(b) of the Clean Air Act ("CAA"), 42 U.S.C. § 7413(b), for injunctive relief and civil penalties against defendants CIC, CIE, Steven Cohen and Lawrence Cohen for violations of the CAA and applicable portions of the federally-approved and enforceable Illinois State Implementation Plan ("Illinois SIP") including constructing and operating its metal shredding and sorting lines without obtaining the construction and operating permits required by Illinois Pollution Control Board (IPCB) Rules 103(a)(1) [recodified at 35 Ill. Adm. Code § 201.142] and 103(b)(1) [recodified at 35 Ill. Adm. Code § 201.43], respectively; operating its metal sorting lines in violation of the opacity limit set forth in 35 Ill. Adm. Code § 212.123; failing to respond to an information request issued by EPA under Section 114(a) of the CAA, 42 U.S.C. § 7414(a); and failing to respond to an administrative order issued by EPA under Section 113(a)(3) of the CAA, 42 U.S.C. § 7413(a)(3); and
- (4) In 97 C 8948 the United States brought an *in rem* action against the Site pursuant to Section 107(l), 42 U.S.C. 9607(l), of CERCLA to enforce its lien arising as a result of its unreimbursed response costs.

B. The Defendants CIC, CIE, Steven Cohen and Lawrence Cohen ("Settling Defendants" or "Defendants") do not admit any liability to Plaintiff arising out of the transactions or occurrences

alleged in any of the complaints, except to the extent the court held that Defendants were liable for a civil penalty in case 94 C 6801.

C. The United States and Settling Defendants agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

## **II. JURISDICTION**

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331, 1345 and 1355 and 42 U.S.C. §§ 7413(b) and 9613(b) and also has personal jurisdiction over Settling Defendants. Venue lies in this District pursuant to Section 113(b) of the CAA, 42 U.S.C. § 7413(b), and 28 U.S.C. §§ 1391(b) and (c) and 1395(a), and Section 113(b) of CERCLA, 9613(b). Settling Defendants consent to and shall not challenge entry of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree. The Complaints state claims upon which relief may be granted, if the allegations were proved.

2. Notice of the commencement of the CAA action has been given to the State of Illinois, as required by Section 113(b) of the CAA, 42 U.S.C. § 7413(b).

### **III. PARTIES BOUND**

3. This Consent Decree is binding upon the United States and upon Settling Defendants and their heirs, successors and assigns. Any change in ownership or corporate or other legal status, including but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of Settling Defendants under this Consent Decree.

### **IV. DEFINITIONS**

4. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in the CAA or CERCLA or in regulations promulgated under the CAA or CERCLA shall have the meaning assigned to them in the CAA or CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto, the following definitions shall apply:

- a. "CAA" shall mean the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq.
- c. "Consent Decree" shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, the Consent Decree shall control.
- d. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

e. "DOJ" shall mean the United States Department of Justice and any successor departments, agencies or instrumentalities of the United States.

f. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

g. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

h. "Facility" shall mean Settling Defendants' scrap yard located at or about 4004 through 4020 South Wentworth Avenue and 4000 through 4027 South Wells Street in Chicago, Illinois.

i. "Metal Shredding Line" shall mean the metal shredding line at the Facility including the Pulverizer, Magnetic Separator 1, Magnetic Separator 2 and the baghouse serving the Pulverizer and Magnetic Separator 1.

j. "Metal Sorting Lines" shall mean Sorting Line 1 including Chopper A, Chopper B and a Gravity Separator and Sorting Line 2 including Chopper A, Chopper B and a Gravity Separator.

k. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.

l. "Parties" shall mean the United States and the Settling Defendants.

m. "Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA or DOJ on behalf of EPA has paid at or in connection with the Site through

the effective date of this agreement, as defined herein, plus accrued Interest on all such costs through such date.

n. "Plaintiff" shall mean the United States.

o. "Section" shall mean a portion of this Consent Decree identified by a roman numeral.

p. "Settlement Amount" shall mean \$710,000.

q. The terms "Settling Defendants" and/or "Defendants" shall mean Steven Cohen, Lawrence Cohen, Chicago International Chicago ("CIC"), and Chicago International Exporting ("CIE").

r. "Site" shall mean the Standard Scrap Superfund site, encompassing approximately 2.7 acres, located at or about 4004-4020 South Wentworth/4000-4020 South Wells, in Chicago, Cook County, Illinois, and depicted more clearly on the map included in Appendix A of this Agreement.

s. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

#### **V. REIMBURSEMENT OF RESPONSE COSTS AND CERCLA PENALTIES**

5. Payment of Past Response Costs to the EPA Hazardous Substance Superfund. Settling Defendants have paid to the EPA Hazardous Substance Superfund, Five Hundred and Four Thousand Dollars (\$504,000.00) in reimbursement of Past Response Costs.

6. Payment of CERCLA Penalties to the EPA Hazardous Substance Superfund.



Settling Defendants have paid to the EPA Hazardous Substance Superfund One Hundred and Three Thousand Dollars (\$103,000.00) in payment of CERCLA Access penalties.

#### **VI. CLEAN AIR ACT CIVIL PENALTY**

7. Settling Defendants have paid a civil penalty in the amount of One Hundred Three Thousand Dollars (\$103,000.00) to the United States of America.

#### **VII. EFFECT OF BANKRUPTCY**

8. Defendants expressly warrant that they have reviewed their financial situation and that they were solvent within the meaning of 11 U.S.C. § 547(b)(3), at the time they made the payments referenced herein and have remained solvent following the payments of the Settlement Amount hereunder. Further, the Parties expressly warrant that, in evaluating whether to execute this Consent Decree, the Parties (a) have intended that the mutual promises, covenants and obligations set forth herein constitute a contemporaneous exchange for new value given to Defendants, within the meaning of 11 U.S.C. § 547(c)(1), and (b) have concluded that these mutual promises, covenants and obligations do, in fact, constitute such a contemporaneous exchange.

9. In the event Defendants commence, or a third party commences, within 91 days of the effective date of this Consent Decree, any case, proceeding, or other action (a) under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have any order for relief of Defendants' debts, or seeking to adjudicate Defendants as bankrupt or insolvent, or (b) seeking appointment of a receiver, trustee, custodian or other similar official for Defendants, or for all or any substantial part of Defendants' assets, Defendants' agree as follows:

- a. Defendants' obligations under this Consent Decree may not be avoided pursuant to 11 U.S.C. § 547, and Defendants will not argue or otherwise take the position in any such case, proceeding or action that: (i) Defendants' obligations under this Consent Decree may be avoided under 11 U.S.C. § 547; (ii) Defendants were insolvent at the time this Consent Decree was entered into, or became insolvent as a result of the payment of the Settlement Amount hereunder; or (iii) the mutual promises, covenants and obligations set forth in this Consent Decree do not constitute a contemporaneous exchange for new value given to Defendants.
- b. In the event that Defendants' obligations hereunder are avoided pursuant to 11 U.S.C. § 547, the United States, at its sole option, may rescind the covenants and/or releases in this Consent Decree, and bring or reinstate any civil and/or administrative claim, action or proceeding against Defendants for the claims that would otherwise be covered by the releases and/or covenants provided in this Consent Decree. If the United States chooses to do so, Defendants agree that (i) any such claims, actions or proceedings brought by the United States are not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) as a result of the action, case or proceeding described in the first clause of this paragraph, and that Defendants will not argue or otherwise contend that the United States' claims, actions or proceedings are subject to an automatic stay; (ii) that Defendants will not plead, argue or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel or similar theories, to any such civil or administrative claims, actions or proceedings which are

brought by the United States within 180 calendar days of written notification to Defendants that the releases and/or covenants herein have been rescinded pursuant to this paragraph; and (iii) the United States has a valid claim for the conduct set forth in section I. of this Consent Decree against Defendants in the total amount of \$1,596,206, and Defendants agree to entry of judgment against them as follows: in 94 C 6801 in the amount of \$206,000; in 96 C 7801 in the amount of 1,390,000; and in 97 C 8947 in the amount of \$206,000. The United States may pursue its claims, inter alia, in the cases, actions or proceedings referenced in the first clause of this paragraph, as well as in any other case, action, or proceeding.

- c. Defendants acknowledge that their agreements in this paragraph are provided in exchange for valuable consideration provided in this Consent Decree.

#### **VIII. CAA COMPLIANCE REQUIREMENTS**

10. Settling Defendants shall comply with the CAA and the Illinois SIP including IPCB Rules 103(a)(1) [recodified at 35 Ill. Adm. Code § 201.142] and 103(b)(1) [recodified at 35 Ill. Adm. Code § 201.143], and 35 Ill. Adm. Code § 212.123 with respect to the Facility.

11. By signing this Consent Decree, Settling Defendants certify individually that they have sold the Metal Shredding Line to an unrelated third party and that such Metal Shredding Line has been removed from the Facility.

12. By signing this Consent Decree, Settling Defendants certify individually that the Metal Sorting Lines have been removed from the Facility.

#### **IX. RIGHT OF ENTRY**

13. The United States and its representatives, including attorneys, contractors, and consultants, shall have the right of entry to the Facility covered by this Consent Decree, at all reasonable times upon presentation of credentials to:

a. verify any data or information submitted to the United States in accordance with the terms of this Consent Decree;

b. assess Settling Defendants' compliance with this Consent Decree.

14. This Consent Decree in no way limits or affects any right of entry and inspection held by the United States pursuant to applicable federal or state laws, regulations, or permits.

**X. COVENANT NOT TO SUE BY PLAINTIFF AND RESERVATION OF RIGHTS**

15. Covenant Not to Sue by United States. Except as specifically provided in Paragraph 16 (Reservation of Rights by United States), the United States covenants not to sue Settling Defendants pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. This covenant not to sue shall take effect until the effective date as defined in this agreement. This covenant not to sue is conditioned upon the satisfactory performance by Settling Defendants of their obligations under this Consent Decree. This covenant not to sue extends only to Settling Defendants and does not extend to any other person.

16. Reservation of Rights by United States. The provisions set forth in Paragraph 15 are limited to and do not pertain to any matters other than those expressly specified therein. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all other matters, including but not limited to:

a. liability for failure of Settling Defendants to meet a requirement of this Consent Decree;

b. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

c. criminal liability;

d. except as otherwise provided herein, this Consent Decree shall not be construed to prevent or limit the rights of the United States to obtain penalties or injunctive relief under either the CAA or CERCLA, or under other federal or state laws, regulations, or permit conditions; and

e. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs.

17. Settling Defendants are responsible for achieving and maintaining complete compliance with all applicable federal, State and local laws, regulations, and permits; and Settling Defendants' compliance with this Consent Decree shall be no defense to any action commenced pursuant to said laws, regulations, or permits.

#### **XI. COVENANT NOT TO SUE BY SETTLING DEFENDANTS**

18. Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States or its contractors or employees, with respect to Past Response Costs or this Consent Decree, including but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;



b. any claim arising out of response actions at the Site for which the Past Response Costs were incurred; and

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past Response Costs.

19. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

## **XII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION**

20. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Each of the Parties expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

21. The Parties agree, and by entering this Consent Decree this Court finds, that Settling Defendants are entitled, as of the effective date of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for "matters addressed" in this Consent Decree. The "matters addressed" in this Consent Decree are Past Response Costs.

22. Settling Defendants agree that, with respect to any suit or claim for contribution brought by them for matters related to this Consent Decree, they will notify EPA and DOJ in writing no later than 60 days prior to the initiation of such suit or claim. Settling Defendants also agree that, with

respect to any suit or claim for contribution brought against them for matters related to this Consent Decree, they will notify EPA and DOJ in writing within 10 days of service of the complaint or claim upon it. In addition, Settling Defendants shall notify EPA and DOJ within 10 days of service or receipt of any Motion for Summary Judgment, and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

23. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant Not to Sue by Plaintiff set forth in Section X.

### **XIII. RETENTION OF RECORDS**

24. Until 4 years after the effective date of this Consent Decree, Settling Defendants shall preserve and retain all records and documents now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or to the liability of any person for response actions conducted and to be conducted at the Site, regardless of any corporate retention policy to the contrary.

25. After the conclusion of the document retention period in the preceding paragraph, Settling Defendants shall notify EPA and DOJ at least 90 days prior to the destruction of any such records or documents, and, upon request by EPA or DOJ, Settling Defendants shall deliver any such

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records or documents to EPA. Settling Defendants may assert that certain documents, records, or other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Defendants assert such a privilege, they shall provide EPA and DOJ with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted. However, no documents, reports, or other information created or generated pursuant to the requirements of this or any other consent decrees with the United States shall be withheld on the grounds that they are privileged. If a claim of privilege applies only to a portion of a document, the document shall be provided to EPA and DOJ in redacted form to mask the privileged information only. Settling Defendants shall retain all records and documents that they claim to be privileged until EPA and DOJ have had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in Settling Defendants' favor.

26. By signing this Consent Decree, Settling Defendants certify individually that, to the best of their knowledge and belief, they have:

a. conducted a thorough, comprehensive, good faith search for documents, and have fully and accurately disclosed to EPA, all information currently in their possession, or in the possession of their officers, directors, employees, contractors or agents, which relates in any way to the ownership, operation or control of the Site, or to the ownership, possession, generation,



treatment, transportation, storage or disposal of a hazardous substance, pollutant or contaminant at or in connection with the Site;

b. not knowingly or intentionally altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information relating to their potential liability regarding the Site, after notification of potential liability or the filing of a suit against the Settling Defendants regarding the Site; and

c. fully complied with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).

#### **XIV. NOTICES AND SUBMISSIONS**

27. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Party in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, DOJ, and Settling Defendants, respectively.

##### **As to the United States:**

##### **DOJ**

Chief, Environment Enforcement Section  
Environmental and Natural Resources Division  
U.S. Department of Justice (DOJ Case Number 90-11-3-1414A and 90-5-2-1-2087A)  
P.O. Box 7611  
Washington, DC 20044-7611

##### **EPA**

Regional Counsel, ATTN: Standard Scrap Site



U.S. Environmental Protection Agency  
77 West Jackson Boulevard  
Chicago, IL 60604

For CERCLA notices:

Remedial Project Manager  
ATTN: Standard Scrap Site  
U.S. Environmental Protection Agency  
77 West Jackson Boulevard  
Chicago, IL 60604-3590

For CAA notices:

Attn: Decree Tracker  
Air Enforcement and Compliance  
Assurance Branch (AE-17J)  
Air and Radiation Division  
U.S. Environmental Protection Agency  
77 West Jackson Boulevard  
Chicago, IL 60604-3590

As to Settling Defendants:

Ronald Rosenblum  
ROSENBLUM & VANDENBERG  
111 West Washington Street, Suite 823  
Chicago, Illinois 60602

**XV. RETENTION OF JURISDICTION**

28. This Court shall retain jurisdiction over this matter to implement, enforce and, if necessary, interpret the terms of this Consent Decree.

**XVI. INTEGRATION/APPENDICES**

29. This Consent Decree and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree. "Appendix A" is a map depicting the Site.

**XVII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT**

30. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Consent Decree without further notice.

31. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of either Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

### **XVIII. EFFECTIVE DATE**

32. The effective date of this Consent Decree shall be the date upon which it is entered by the Court.

### **XIX. SIGNATORIES/SERVICE**

34. The undersigned representatives of Settling Defendants and the Assistant Attorney General of the Environment and Natural Resources Division of the United States Department of Justice each certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

35. Settling Defendants hereby agree not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendants in writing that it no longer supports entry of the Consent Decree.

36. Settling Defendants shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of Settling Defendants with respect to all matters arising under or relating to this Consent Decree. Settling Defendants hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons.

**XX. LEGAL COSTS/FEES**

37. Each party to this Consent Decree will bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Consent Decree.

SO ORDERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001.

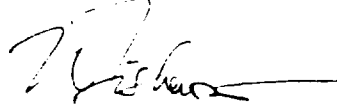
United States District Judge

THE UNDERSIGNED PARTY enters into this Consent Decree in United States v. Steven Cohen, Lawrence Cohen, Chicago International Chicago ("CIC"), and Chicago International Exporting ("CIE"), relating to cases 94 C 6801, 96 C 7801, 97 C 8947, and 97 C 8948 (N.D. Ill).

THE UNITED STATES OF AMERICA

Date: 10/26/01

FOR THE UNITED STATES OF AMERICA FOR




W. BENJAMIN FISHEROW  
Deputy Section Chief  
Environment and Natural Resources  
Division  
U.S. Department of Justice  
Washington, D.C. 20530

THE UNDERSIGNED PARTY enters into this Consent Decree in United States v. Steven Cohen, Lawrence Cohen, Chicago International Chicago ("CIC"), and Chicago International Exporting ("CIE"), relating to cases 94 C 6801, 96 C 7801, 97 C 8947, and 97 C 8948 (N.D. Ill).

FOR THE UNITED STATES OF AMERICA

PATRICK J. FITZGERALD  
United States Attorney

Date: 11/27/01

By:   
SAMUEL D. BROOKS  
Assistant United States Attorney  
219 South Dearborn Street  
Chicago, IL 60604  
(312) 353-5342



THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Steven Cohen, Lawrence Cohen, Chicago International Chicago ("CIC"), and Chicago International Exporting ("CIE"), relating to cases 94 C 6801, 96 C 7801, 97 C 8947, and 97 C 8948 (N.D. Ill).

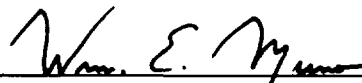
UNITED STATES ENVIRONMENTAL  
PROTECTION AGENCY

Date: 11/20/01



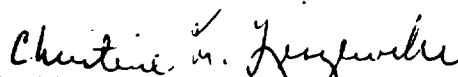
DAVID A. ULLRICH  
Deputy Regional Administrator  
U.S. Environmental Protection Agency  
Region 5  
77 W. Jackson Boulevard  
Chicago, Illinois 60604

Date: 11/26/01



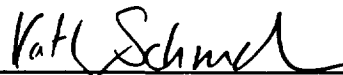
WILLIAM E. MUNO, DIRECTOR  
Superfund Division  
U.S. Environmental Protection Agency, Region 5  
77 West Jackson Boulevard  
Chicago, IL 60604

Date: 11/20/01



CHRISTINE M. LISZEWSKI  
Associate Regional Counsel  
U.S. Environmental Protection Agency  
Region 5  
77 W. Jackson Boulevard  
Chicago, Illinois 60604

Date: 11.7.01

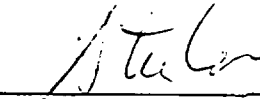


KATHLEEN KELLY SCHNIEDERS  
Associate Regional Counsel  
U.S. Environmental Protection Agency  
Region 5  
77 W. Jackson Boulevard  
Chicago, Illinois 60604

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v Steven Cohen, Lawrence Cohen, Chicago International Chicago ("CIC"), and Chicago International Exporting ("CIE"), relating to cases 94 C 6801, 96 C 7801, 97 C 8947, and 97 C 8948 (N.D. Ill).

FOR DEFENDANT CHICAGO INTERNATIONAL  
CHICAGO, INC.

Date: 10/10/01

  
\_\_\_\_\_  
Signature

Steven Cohen  
President  
Chicago International Chicago, Inc.  
4027 South Wells Street  
Chicago, Illinois


Agent Authorized to Accept Service on Behalf of Above-signed Party:

Ronald Rosenblum  
ROSENBLUM & VANDENBERG  
111 West Washington Street  
Suite 823  
Chicago, Illinois 60602

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FOR DEFENDANT CHICAGO INTERNATIONAL  
EXPORTING

Date: 10/10/01

  
\_\_\_\_\_  
Signature

Steven Cohen  
President  
Chicago International Exporting  
4027 South Wells Street  
Chicago, Illinois

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Ronald Rosenblum  
ROSENBLUM & VANDENBERG  
111 West Washington Street  
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DEFENDANT STEVEN COHEN

Date:

10/10/01



Signature

Steven Cohen  
4027 South Wells Street  
Chicago, Illinois

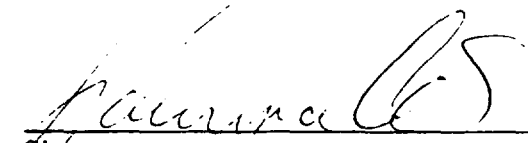
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DEFENDANT LAWRENCE COHEN

Date: 10/16/01

  
Signature

Lawrence Cohen  
4027 South Wells Street  
Chicago, Illinois

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Ronald Rosenblum  
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Chicago, Illinois 60602